



## City of Roanoke Invitation to Bid

Date: June 1, 2006

Bid Number: <b>06-05-09</b> Rotary Mowers		Bid Opening Date: <b>June 08, 2006</b>		
		Bid Opening Time: <b>2:00 p.m.</b>		
«Vendor_Name» «Vendor_ContactName» «Vendor_Address» «Vendor_City» «Vendor_State» «Vendor_Zip»				
Legal Name of Bidder:				
Mailing Address:				
Terms:				
Delivery: 45 – 60 days from Award				
Telephone:		E-mail:		
Acknowledge each addendum received:	# Date	# Date	# Date	# Date
Printed name of authorized person submitting bid:				
Signature:		Date:		
Issued by:	City of Roanoke Purchasing Division Noel C. Taylor Municipal Building 215 Church Ave SW, Room 353 Roanoke, VA 24011		Stanley Wells, Procurement Technician Phone: 540-853-2873 Fax: 540-853-1513 Email: <a href="mailto:stanley.wells@roanokeva.gov">stanley.wells@roanokeva.gov</a>	

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH BASED ORGANIZATIONS

**No bid may be withdrawn within a period of sixty (60) days after bid opening except for clerical errors, part (i) of Section 2.2-4330(A), Virginia Code, 1950, as amended.**

**The City reserves the right to cancel or reject any or all bids and to waive any informalities in any bid.**

This Invitation to Bid consists of these parts:

1. Specifications/Instruction for Bidders
2. Bid Form (Attachment A)
3. Specifications (Attachment B)
4. Terms & Conditions (Attachment C)

## **SPECIFICATIONS FOR BID**

### **SECTION 1. PURPOSE.**

The purpose of this Invitation to Bid (ITB) is for the procurement of one (1) 16ft Two Wheel Drive Rotary Mower & one (1) 16ft Four Wheel Drive Rotary Mower. The City of Roanoke invites qualified vendors to submit a bid. Bidders responding to this request must be responsive and responsible bidders.

### **SECTION 2. SCOPE OF SERVICES.**

The following are the services and/or items that the Successful Bidder (the term "Successful Bidder" includes all Bidders to whom an award may be made) will be required to provide to the City:

**A description of the items that the successful Bidder will be required to provide to the City under this ITB are those that are set forth on Attachment B, any terms and conditions, and/or any attachments to this ITB.**

**Each Bidder should carefully read and review all such items and should address such items in the bid.**

### **SECTION 3. TERM**

All services set forth in Attachment B of this Invitation to Bid shall be completed within sixty (60) days following issuance of a purchase order.

### **SECTION 4. PAYMENT FOR SERVICES.**

Payments to the Successful Bidder shall be made within 30 days after receipt of invoice and approval of such invoice by the City

### **SECTION 5. GENERAL INSTRUCTIONS TO BIDDERS.**

- A. Sealed Bids, to be considered, must be received by the City of Roanoke in the Purchasing Division, 215 Church Avenue, S.W., Noel C. Taylor Municipal Building, Room 353, Roanoke, Virginia 24011, on or before 2:00 p.m., local time, on June 08, 2006 at which time all bids received will be publicly opened and read. Bids received after 2:00 p.m. will not be accepted or considered. The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the bids.

The mailed envelope shall be clearly marked on the front of that envelope, the notation and completed information as follow:

**"Sealed Bid Number: 06-05-09 Opening Date: June 08, 2006 and Time: 2:00 p.m.".**

**FAXED OR E-MAILED BIDS ARE NOT ACCEPTABLE.**

- B. **If you download this ITB from the City website, and intend to submit a bid, you must notify Purchasing that you should be added to the list of entities having received a copy of the ITB and want to receive any addenda issued. The City is not responsible**

**for any ITB obtained from any source other than the City, and may not accept bids from those who download this ITB and fail to notify the City of their intent to submit a bid. Contact Purchasing by phone at 540.853.2871, by fax at 540.853.1513 or by email at [stanley.wells@roanokeva.gov](mailto:stanley.wells@roanokeva.gov).**

- C. Payment terms and delivery date(s) must be shown on the submitted bid, if applicable.
- D. All bids are to be submitted in accordance with all terms, conditions, rules, regulations, requirements and specifications identified in and by this Invitation to Bid (ITB).
- E. Bids are to be on the Bid Form (Attachment A) as provided by or as otherwise specified in this ITB. If a Bid Form is provided, no changes are to be made to the Bid Form. Any changes to Bid amounts must be initialed.
- F. All bids shall be signed by a person on behalf of the responding Bidder who is appropriately authorized to do so. The printed name of that authorized person must be shown as well. Any bid submitted must be submitted in the complete legal name of the Bidder responding. No bid will be considered from any Bidder not properly licensed as may be required by law.
- G. Bids that have been appropriately opened cannot be changed, adjusted, corrected or modified in any way other than complete withdrawal. The City's procedures for withdrawal of bids (whether construction or other than construction) is that set forth in Code of Virginia §2.2-4330 which allows withdrawal of a bid due to an error such as an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid. Withdrawal must be requested within two days of the bid opening by delivering to the City original work papers, documents, and materials used in preparation of the Bid.
- H. All bids, appropriately received, will be evaluated by considering the requirements set forth in the ITB, the quality, workmanship, economy of operation, suitability for intended purpose, delivery, payment terms and price of product or service being requested in this bid.
- I. Bids are to be submitted on the brand, make and kind of product or service requested or its approved equal, to be solely determined by the City, unless otherwise specified. Should a bid be for a product or service as an equal, the name, make, model and type of that which is being bid must be clearly stated. The bid must also be accompanied by descriptive literature of the product or service bid to allow for evaluation. Failure to provide this information may result in the bid being considered non-responsive and may not be considered.
- J. If an award is made for the item(s) or services requested, a notice of award will be made which will be posted to a file in the City's Purchasing Division, Room 353, telephone no. 540-853-2871, and notification of such award will be made available for Public view in the lobby of the Noel C. Taylor Municipal Building, 215 Church Ave., S.W., Roanoke, VA. 24011. Purchase Orders, when awarded to the Successful Bidder(s), will be issued and sent to the address shown on their bid response. Upon completion of the purchase order, payment will be made only to the Successful Bidder at the address as shown on the purchase order. If the remittance address is other than the address on the bid, it must be clearly noted and

explained in your bid. Purchase Order(s) will be paid only when the items and/or services have been supplied to and approved by the City.

- K. All items, identified in this Invitation to Bid, are to be quoted and provided **F.O.B. DESTINATION-INSIDE DELIVERY.**
- L. The City reserves the right to cancel or reject any or all bids, to waive any informalities in any bid and to purchase any whole or part of the items or services listed in the ITB.
- M. It is the policy of the City of Roanoke to maximize minority and women-owned business enterprises participating in all aspects of City contracting opportunities.
- N. Each Bidder is to state whether or not any of Bidder's owners, officers, employees, or agents, or their immediate family members, is currently or has been in the past year, an employee of the City of Roanoke or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each person and their connection to the City of Roanoke. Each Bidder is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 5 of this ITB, apply to this ITB.
- O. **The attention of each Bidder is directed to VA Code Sections 54.1-1100 et seq. which requires certain licenses for contractors, tradesmen and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Each Bidder shall so state on the Bid Form or in its response, if no Bid Form is provided, whether it has a VA license under such sections and, if so, the type of license and/or license number. Failure to include this information may result in the bid being rejected as non-responsive.**
- P. **Bid Submittals shall include:**
  - 1. **Page 1, Invitation to Bid Coversheet**
  - 2. **Page 8-18, The Bid Form (Unit Cost shall include all labor, material, overhead and profit.)**

**Failure to do so may result in the bid being determined as non-responsive.**

Questions or concerns may be addressed by contacting the Purchasing Division at (540) 853-2871.

Reply To:

**City of Roanoke Purchasing Division  
Noel C. Taylor Municipal Building  
215 Church Avenue SW, Room 353  
Roanoke, Virginia 24011**

- Q. **Ethics in Public Contracting.** The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this ITB.
- R. **Conflict of Interests Act.** The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this ITB.

- S. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, apply to this ITB, unless specifically modified herein. The City's Procurement Manual can be reviewed at the Purchasing office.
- T. General and/or technical questions regarding the Scope of Services and/or project requirements under this Invitation to Bid may be directed to Demond Hammond, Project Support Specialist, questions regarding this Invitation to Bid may be directed to Stanley Wells, Procurement Technician, at (540) 853-2873, or faxed to (540) 853-1513.

## **SECTION 6. EVALUATION FOR LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.**

To determine the lowest responsive and responsible bidder with respect to this Bid, the following factors, among such others as will protect and preserve the interest of the City may be considered:

- A. Total extended bid price as set forth on the Bid Form.
- B. The specified terms and discounts of the Bid;
- C. The ability, capacity and skill of the Bidder to perform the contract or provide the service required;
- D. Whether the bidder can perform the Contract or perform the service promptly, or within the time specified, without delay or interference;
- E. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- F. The quality of performance of previous contracts or services;
- G. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract, purchase or service;
- H. The equipment and facilities available to the Bidder to perform the Contract or provide the service, and/or items.
- I. The sufficiency of the financial resources and ability of the bidder to perform the Contract or provide the service, and/or items.
- J. The quality, availability and adaptability of the supplies, materials, equipment or services to the particular use required;
- K. The ability of the Bidder to provide future maintenance, parts and service for the use of the subject of the purchase or Contract;
- L. The conditions, if any, of the bid;
- M. Bids shall be evaluated based on the requirements set forth in this Invitation to Bid, and other criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, suitability for a particular purpose and life cycle cost. The City, in its sole discretion, may elect to waive any informality in a Bid.

## **SECTION 7. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED.**

The following applies to the Successful Bidder:

- 1. During the performance of the contract, the Successful Bidder agrees as follows:
  - a. The Successful Bidder will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Successful Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Successful Bidder, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Successful Bidder will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

## **SECTION 8. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR.**

All public bodies shall include in every contract over ten thousand dollars (\$10,000.00) the following provisions:

The following applies to the Successful Bidder:

During the performance of the contract, the Successful Bidder agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Successful Bidder's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Successful Bidder that the Successful Bidder maintains a drug free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousands dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, a drug free workplace means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

## **SECTION 9. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.**

Successful Bidder, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Bidder, or any of its subcontractors, under any resultant Contract. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this ITB, but shall include workers' compensation coverage regardless of the number of employees.

## **SECTION 10. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.**

If the bid by the lowest responsive and responsible bidder exceeds available funds, the City reserves the right to negotiate with the apparent low bidder pursuant to §2.2-4318 Code of Virginia. The conditions and procedures under which such negotiation may be undertaken are that the appropriate City officials shall determine that the lowest responsive and responsible bid exceeds available funds and notify such bidder in writing of its desire to negotiate. Thereafter, negotiations with the apparent low bidder may be held to obtain a contract within available funds involving discussions of reduction of quantity, quality, or other cost saving mechanisms. Any such negotiated contract shall be subject to final approval of the City, in the sole discretion of the City.

## **SECTION 11. BID AWARD.**

If an award of a contract is made, it will be made to the lowest responsive and responsible Bidder and notice of the award or the announcement of the decision to award will be made by posting a notice of such award or announcement in the foyer area of the 2<sup>nd</sup> Floor of the Noel C. Taylor Municipal Building at 215 Church Avenue, S.W., Roanoke, Virginia 24011. The City reserves the right to award to multiple Bidders.

## **SECTION 12. FAITH BASED ORGANIZATIONS.**

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

## **SECTION 13. HOLD HARMLESS AND INDEMNITY.**

Successful Bidder shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Successful Bidder's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near City's property or arising in any way out of or resulting from any of the work or items to be provided under the Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Successful Bidder agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of the Contract.

## **SECTION 14. PROTESTS.**

Any Bidder who wishes to protest or object to any award made or other decisions Pursuant to this ITB may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section.

## **SECTION 15. INFORMATION ON PURCHASE ORDER TO BE AWARDED.**

The Terms and Conditions marked as Attachment B to ITB No. 06-05-09 contains Terms and Conditions that the City plans to include in any purchase order that may be awarded, but such Terms and Conditions may be changed, added to, deleted, or modified as may be agreed to between the City and the Successful Bidder. However, if a Bidder has any objections to any of the Terms or Conditions set forth in the Sample or any changes or additions thereto that the Bidder wants to discuss before submitting a bid, the Bidder should set forth such objections, changes, or additions in written correspondence to the Purchasing Division at least five (5) days before the bid opening date for this ITB. Otherwise, submission of a bid by a Bidder will obligate such Bidder, if it is the Successful Bidder, to enter into a purchase order containing the same or substantially similar Terms and Conditions as contained in such Attachment, and to comply with such Terms and Conditions. Also, such Terms and Conditions, together with the requirements of this ITB, shall be deemed to be a part of any resultant Purchase Order that may be issued by the City to the Successful Bidder.

**(Remainder of page intentionally left blank)**

**ATTACHMENT A**

**To**

**ITB #06-05-09**

**BID FORM**

<b>Product</b>	<b>Delivered Price</b>
<b>Sixteen Foot Two Wheel Drive Rotary Mower</b>	<b>\$ _____</b>
<b>Sixteen Foot Four Wheel Drive Rotary Mower</b>	<b>\$ _____</b>

**Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the bid, or irregularities of any kind, may be rejected by the City as being nonresponsive. No changes are to be made to the Bid Form. Any changes to a Bid Amount must be initialed by the person signing the Bid Form.**

**The attention of each Bidder is directed to VA Code sections 54.1-1100, et seq. which requires certain licenses for contractors, tradesmen, and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Complete the following:**

**Bidder \_\_\_\_ does have \_\_\_\_ does not have a Virginia Contractor's License. (Check appropriate block)**

**If Bidder has a Virginia Contractor's License, circle the class Bidder has and list the number. Licensed "Class A", "Class B", or "Class C" Virginia Contractor Number \_\_\_\_\_**

**If Bidder has another type of Virginia License, please list the type and number:**

**Type of license \_\_\_\_\_ and number: \_\_\_\_\_.**

**Bidder is a \_\_ resident or \_\_ nonresident of Virginia. (Check appropriate blank. See VA Code sections 54.1-1100, et seq.**

**The undersigned hereby agrees, if this bid is accepted by the City, to provide the services and/or items in accordance with this Invitation to Bid and to execute a contract for such services and/or items.**

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title



**ATTACHMENT B**

**To**

**ITB #06-05-09**

**SPECIFICATIONS**

**SPECIFICATIONS FOR SIXTEEN FOOT TWO WHEEL DRIVE ROTARY MOWER**

<b>Bid Item</b>	<b>Specifications</b>	<b>Meets Specifications Yes/No</b>		<b>Indicate below in this column the data requested for each component. Detail deviations</b>
1.	<b><u>SPECIFICATION DATA:</u></b> Each bidder shall complete fully the specification columns on the right side of these specifications. Completed data is to be submitted with the bid.			
2.	<b><u>GENERAL:</u></b> The intent of these specifications is to describe a commercial self contained 16 foot rotary mower. All State and Federal safety and emission control requirements must be met. Payment will be made within 30 days following delivery and acceptance by the City of Roanoke.			
3.	<b><u>RESERVATION OF RIGHTS:</u></b> City of Roanoke reserves the right to reject any and all bids, to waive informalities and to award bid to other than lowest bidders should such be deemed to be in the best interest of the City.			
4.	<b><u>SILENCE OF SPECIFICATIONS:</u></b> The apparent silence of these specifications, and any supplemental specifications, as to any detail or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size and design are to be used. Likewise, all workmanship is to be of the highest quality. All interpretations of these specifications shall be made upon the basis of this statement.			

5.	<b><u>STANDARD OF QUALITY:</u></b> The naming of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer so named. It conveys the general style, type, character and quality of the article desired; and any article which the City, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation and suitability for purpose intended, shall be accepted.			
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Bid Item	Specifications	Meets Specifications Yes/No		Indicate below in this column the data requested for each component. Detail deviations
6.	<b><u>DELIVERY:</u></b> Unit shall be bid and delivered as a complete “turn-key” package. Successful bidder shall properly mount all components necessary for a fully operational unit. Successful bidder shall perform all required pre-delivery services and/or other “start-up” requirements, and then deliver the fully completed, serviced and “ready for operation” unit to the City of Roanoke (Fleet Management Division, 1802 Courtland Road, N.E.) no later than 45 days after date of Purchase Order issued by the City Purchasing Division. Unit shall be delivered with a mileage reading not to exceed 50 hours on hour meter.			
7.	<b><u>Certificate of Origin:</u></b> Certificate of origin, mileage certificate and any/all other documents necessary to properly title and register the unit shall be provided to the Fleet Manager, Fleet Management Division no later than time of delivery.			
8	<b><u>Manuals/Keys:</u></b> Successful Bidder shall provide five (5) full sets of keys, three (3) operation manual sets, and two (2) technical service manual sets and/or CD-ROMs for the unit shall be furnished to Fleet Manager, Fleet Management, no later than time of delivery of the unit to the City. In this regard, it is suggested required manuals and CD-ROMs be ordered at same time the unit order is placed with manufacturer. This should ensure manuals and CD-ROMs being on-hand by date of delivery.			

9.	<b>Training:</b> Successful Bidder shall schedule with Demond Hammond, Project Specialist, (540) 853-5461 and provide an “on-site” operator training and a technical “hands-on” mechanic training for shop mechanics.			
10.	<b>Date in Service:</b> Due to possible time lapse between delivery date and date unit is actually placed in service, the official "Date in Service" for start of appropriate warranty periods shall be as indicated in documents maintained in appropriate City records.			
<b>Bid Item</b>	<b>Specifications</b>	<b>Meets Specifications Yes/No</b>		<b>Indicate below in this column the data requested for each component. Detail deviations</b>
11.	<b>Warranty:</b> Successful Bidder warrants that equipment furnished on this Invitation to Bid will be new and of good material and workmanship. Defective parts found to be free of negligence or accident shall be replaced free of charge for twenty-four (24) months from respective dates the machine is put in service. Such warranty is to include all parts, labor, freight, and travel to site wherever equipment is down (Citywide locations). In addition, any specific provisions in manufacturer's standard warranty, which exceed the above requirement, shall become part of the warranty on this bid.			
12.	<b>Specifications:</b> It is the intent of these specifications to describe a sixteen foot rotary mower. Prospective bidders who may wish to bid on engine, transmission and/or components other than as mentioned in these specifications shall ensure that all components are fully EQUAL in all respects. Further, full and complete information and specifications on each “substituted” item shall be provided with submitted bid.			
13.	<b>Engine:</b> Diesel engine. Minimum 80 HP., 4-cylinder in-line, turbo charged liquid cooled. Fuel/water separator, heavy duty air cleaner and oil filter. Mechanical centrifugal governor to limit engine speed. Interlocking system to cut off engine should operator leave seat, parking brake applied, or			

	traction pedal is engaged when starting. Diesel engine cold weather starting package; Full flow Hydraulic oil cooler.			
14.	<b>Cooling:</b> Industrial tube and fin construction; water/antifreeze, 50/50 mix to -20°F freeze protection; Radiator variable speed fan controlled by engine temperature. Heavy Duty silicone hoses with stainless steel constant torque hose clamps			
15.	<b>Electrical System:</b> 12 volt, 35 amp alternator minimum; maintenance free battery providing maximum CCA; 12 volt starter; seat switch; PTO and traction interlock switches			
Specifications		Meets Specifications Yes/No		Indicate below in this column the data requested for each component. Detail deviations
16	<b>Frame/Deck:</b> All welded formed steel. Cutting units should be minimum 10-gauge steel with reinforced heavy duty plates for additional strength.			
17.	<b>Steering:</b> Tilt steering wheel and tower with single lever control. Dual cylinder hydraulic power steering will be provided.			
18.	<b>Tires/Wheels:</b> <b>Front:</b> Traction drive tires to be 31x12.50 8-pl turf tires. <b>Rear:</b> Two rear steering tires to be 23x10.5-12 6 ply tubeless turf tires. (1) spare mounted tire and steering wheel.			
19.	<b>Instrumentation/Controls:</b> Hour meter, temperature, fuel, oil pressure, and amp gauges. Audible and light warnings for oil pressure, water temperature, charging system, low hydraulic oil, high hydraulic oil temperature. Audible warning and/or warning lights for parking brake and high/low range; Individual deck lift levers; throttle; Ignition; PTO switch; Parking brake lever.			
20.	<b>Lighting:</b> Road package kit consisting of the following at a minimum: Flashers, Turn signals, Taillight, headlights, and working lights.			

21.	<b>Fuel System and Tank:</b> Minimum (28) twenty-eight gallon capacity; Warning light for water in fuel tank; Replaceable fuel filter and water separators; Direct mechanical fuel injection system.			
	<b>Specifications</b>	<b>Meets Specifications Yes/No</b>		<i>Indicate below in this column the data requested for each component. Detail deviations</i>
22.	<b>Traction Drive:</b> (2) Two wheel drive; Hydrostatic closed loop system with single speed control of forward/reverse ground speed with cruise control; Two speed axial piston motors drive planetary gear drive to wheels; Automatic weight transfer of tractor weight to wheels.			
23.	<b>Implement Drive/Lift:</b> Hydraulic implement drive to all cutting units. Twin hydraulic cylinder operating lift arms, if available.			
24.	<b>Cutting Deck:</b> Minimum 192" total cutting width. Three cutting decks; Front center deck approximately 92" with flexibility to follow ground contours; Outer decks to be approximately 57" with adjustable spring loaded breakaway (resettable) arms that lock in raised transport mode; Incremental cutting height from 1" to 5.5"; All steel construction with anti-scalping wheels, blade cups, and rollers.			
25.	<b>Blades:</b> Shall be heat treated steel, interchangeable between cutting decks.			
26.	<b>Hydraulic System:</b> Minimum 40 gallon hydraulic system capacity with reservoir capacity of 32 gallons; Sight glass level indicator; Water collector/drain plugs; Internal baffle system; Oil level warning, protection/shut-down system.			
27.	<b>ROPS/Canopy:</b> (2) Two post system with canopy meeting all OSHA and ANSI specifications.			
28.	<b>Keys:</b> Minimum of (4) four keys will be provided.			
29.	<b>Paint:</b> Cab and body to be painted factory standard; clear coat finish.			

**The City of Roanoke reserves the right to purchase additional units at the price quoted should the need occur.**

## SPECIFICATIONS FOR SIXTEEN FOOT FOUR WHEEL DRIVE ROTARY MOWER

Bid Item	Specifications	Meets Specifications Yes/No		<i>Indicate below in this column the data requested for each component. Detail deviations</i>
1.	<b><u>SPECIFICATION DATA:</u></b> Each bidder shall complete fully the specification columns on the right side of these specifications. Completed data is to be submitted with the bid.			
2.	<b><u>GENERAL:</u></b> The intent of these specifications is to describe a commercial self contained 16 foot rotary mower. All State and Federal safety and emission control requirements must be met. Payment will be made within 30 days following delivery and acceptance by the City of Roanoke.			
3.	<b><u>RESERVATION OF RIGHTS:</u></b> City of Roanoke reserves the right to reject any and all bids, to waive informalities and to award bid to other than lowest bidders should such be deemed to be in the best interest of the City.			
4.	<b><u>SILENCE OF SPECIFICATIONS:</u></b> The apparent silence of these specifications, and any supplemental specifications, as to any detail or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size and design are to be used. Likewise, all workmanship is to be of the highest quality. All interpretations of these specifications shall be made upon the basis of this statement			
5.	<b><u>STANDARD OF QUALITY:</u></b> The naming of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer so named. It conveys the general style, type, character and quality of the article desired; and any article which the City, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation and suitability			

	for purpose intended, shall be accepted.			
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<b>Bid Item</b>	<b>Specifications</b>	<b>Meets Specifications Yes/No</b>		<b><i>Indicate below in this column the data requested for each component. Detail deviations</i></b>
6.	<b><u>DELIVERY:</u></b> Unit shall be bid and delivered as a complete “turn-key” package. Successful bidder shall properly mount all components necessary for a fully operational unit. Successful bidder shall perform all required pre-delivery services and/or other “start-up” requirements, and then deliver the fully completed, serviced and “ready for operation” unit to the City of Roanoke (Fleet Management Division, 1802 Courtland Road, N.E.) no later than 45 days after date of Purchase Order issued by the City Purchasing Division. Unit shall be delivered with a mileage reading not to exceed 50 hours on hour meter.			
7.	<b><u>Certificate of Origin:</u></b> Certificate of origin, mileage certificate and any/all other documents necessary to properly title and register the unit shall be provided to the Fleet Manager, Fleet Management Division no later than time of delivery.			
8	<b><u>Manuals/Keys:</u></b> Successful Bidder shall provide five (5) full sets of keys, three (3) operation manual sets, and two (2) technical service manual sets and/or CD-ROMs for the unit shall be furnished to Fleet Manager, Fleet Management, no later than time of delivery of the unit to the City. In this regard, it is suggested required manuals and CD-ROMs be ordered at same time the unit order is placed with manufacturer. This should ensure manuals and CD-ROMs being on-hand by date of delivery.			
9.	<b><u>Training:</u></b> Successful Bidder shall schedule with Demond Hammond, Project Specialist, (540) 853-5461 and provide an “on-site” operator training and a technical “hands-on” mechanic training for shop mechanics.			

10.	<b><u>Date in Service:</u></b> Due to possible time lapse between delivery date and date unit is actually placed in service, the official "Date in Service" for start of appropriate warranty periods shall be as indicated in documents maintained in appropriate City records.			
<b>Bid Item</b>	<b>Specifications</b>	<b>Meets Specifications Yes/No</b>		<b><i>Indicate below in this column the data requested for each component. Detail deviations</i></b>
11.	<b><u>Warranty:</u></b> Successful Bidder warrants that equipment furnished on this Invitation to Bid will be new and of good material and workmanship. Defective parts found to be free of negligence or accident shall be replaced free of charge for twenty-four (24) months from respective dates the machine is put in service. Such warranty is to include all parts, labor, freight, and travel to site wherever equipment is down (Citywide locations). In addition, any specific provisions in manufacturer's standard warranty, which exceed the above requirement, shall become part of the warranty on this bid.			
12.	<b><u>Specifications:</u></b> It is the intent of these specifications to describe a sixteen foot rotary mower. Prospective bidders who may wish to bid on engine, transmission and/or components other than as mentioned in these specifications shall ensure that all components are fully EQUAL in all respects. Further, full and complete information and specifications on each "substituted" item shall be provided with submitted bid.			
13.	<b><u>Engine:</u></b> Diesel engine. Minimum 80 HP., 4-cylinder in-line, turbo charged liquid cooled. Fuel/water separator, heavy duty air cleaner and oil filter. Mechanical centrifugal governor to limit engine speed. Interlocking system to cut off engine should operator leave seat, parking brake applied, or traction pedal is engaged when starting. Diesel engine cold weather starting package; Full flow Hydraulic oil cooler.			



14.	<b>Cooling:</b> Industrial tube and fin construction; water/antifreeze, 50/50 mix to -20°F freeze protection; Radiator variable speed fan controlled by engine temperature. Heavy Duty silicone hoses with stainless steel constant torque hose clamps			
15.	<b>Electrical System:</b> 12 volt, 35 amp alternator minimum; maintenance free battery providing maximum CCA; 12 volt starter; seat switch; PTO and traction interlock switches			
<b>Specifications</b>		<b>Meets Specifications Yes/No</b>		<i>Indicate below in this column the data requested for each component. Detail deviations</i>
16.	<b>Frame/Deck:</b> All welded formed steel. Cutting units should be minimum 10-gauge steel with reinforced heavy duty plates for additional strength.			
17.	<b>Steering:</b> Tilt steering wheel and tower with single lever control. Dual cylinder hydraulic power steering will be provided.			
18.	<b>Tires/Wheels: Front:</b> Traction drive tires to be 31x12.50 8-pl turf tires. <b>Rear:</b> Two rear steering tires to be 23x10.5-12 6 ply tubeless turf tires. (1) spare mounted tire and steering wheel.			
19.	<b>Instrumentation/Controls:</b> Hour meter, temperature, fuel, oil pressure, and amp gauges. Audible and light warnings for oil pressure, water temperature, charging system, low hydraulic oil, high hydraulic oil temperature. Audible warning and/or warning lights for parking brake and high/low range; Individual deck lift levers; throttle; Ignition; PTO switch; Parking brake lever.			
20.	<b>Lighting:</b> Road package kit consisting of the following at a minimum: Flashers, Turn signals, Taillight, headlights, and working lights.			
21.	<b>Fuel System and Tank:</b> Minimum (28) twenty-eight gallon capacity; Warning light for water in fuel tank; Replaceable fuel filter and water separators; Direct mechanical fuel injection system.			

	<b>Specifications</b>	<b>Meets Specifications Yes/No</b>		<b>Indicate below in this column the data requested for each component. Detail deviations</b>
22.	<b><u>Traction Drive:</u></b> (4) Four wheel drive; Hydrostatic closed loop system with single speed control of forward/reverse ground speed with cruise control; Two speed axial piston motors drive planetary gear drive to wheels; Automatic weight transfer of tractor weight to wheels; Four wheel drive kit with single speed wheel motors with built-in hot oil shut off valves			
23.	<b><u>Implement Drive/Lift:</u></b> Hydraulic implement drive to all cutting units. Twin hydraulic cylinder operating lift arms, if available.			
24.	<b><u>Cutting Deck:</u></b> Minimum 192" total cutting width. Three cutting decks; Front center deck approximately 92" with flexibility to follow ground contours; Outer decks to be approximately 57" with adjustable spring loaded breakaway (resettable) arms that lock in raised transport mode; Incremental cutting height from 1" to 5.5"; All steel construction with anti-scalping wheels, blade cups, and rollers.			
25.	<b><u>Blades:</u></b> Shall be heat treated steel, interchangeable between cutting decks.			
26.	<b><u>Hydraulic System:</u></b> Minimum 40 gallon hydraulic system capacity with reservoir capacity of 32 gallons; Sight glass level indicator; Water collector/drain plugs; Internal baffle system; Oil level warning, protection/shut-down system.			
27.	<b><u>ROPS/Canopy:</u></b> (2) Two post system with canopy meeting all OSHA and ANSI specifications.			
28.	<b><u>Keys:</u></b> Minimum of (4) four keys will be provided.			
29.	<b><u>Paint:</u></b> Cab and body to be painted factory standard; clear coat finish.			

**The City of Roanoke reserves the right to purchase additional units at the price quoted should the need occur.**

## ATTACHMENT C

To

ITB #06-05-09

### CITY OF ROANOKE - PURCHASE ORDER TERMS AND CONDITIONS

1. **Definitions.**

City – City of Roanoke, Virginia (sometimes also referred to as Buyer).

Items – All materials, goods, components, end products, data (including electronic data), work, and/or services described in and/or called for by the Purchase Order.

Purchase Order or Order or Service Contract – The Purchase Order, Service Contract or other document ( which can include an electronic document) issued by the City to obtain the items identified in such document.

Vendor – The person or entity to which the Purchase Order is directed and who will provide the items identified therein (sometimes also referred to as Seller).

2. **Invoicing.**

All invoices shall be sent to:

City of Roanoke  
Finance Department  
Noel C. Taylor Municipal Building, Room 461  
215 Church Avenue SW  
Roanoke, VA 24011

If any questions, contact Accounts Payable at (540) 853-2824

3. **Termination For Default and Convenience.**

- A. If Vendor refuses or fails to perform any of the terms of this Purchase Order, including poor services, work, or materials, the City may, by written notice to Vendor, terminate this Purchase Order, in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Vendor shall be liable for all damages to the City resulting from Vendor's default. The City further reserves the right to obtain immediately such items from other vendors in the event of Vendor's default. Furthermore, the City may reject any items that do not comply with the requirements of this Purchase Order and any such items may be returned to Vendor at Vendor's sole cost and risk of loss.
- B. The City may also terminate this Purchase Order for convenience by giving written notice to Vendor at least 15 days prior to the effective date of cancellation. Any such termination shall be without liability of any type to the City except for payment for completed items delivered or services rendered to and accepted by the City.
- C. The City may exercise the City's right of setoff as to any amounts the City may owe the Vendor. City may require Vendor to transfer title and deliver to the City any or all items produced or procured by Vendor for performance of the work terminated.

4. **Changes By Vendor.**

No changes, deletions or additions may be made by the Vendor to this Purchase Order, including the terms and conditions, without the express written approval of the City

**5. Changes By City.**

At any time the City may by written notice to Vendor make changes to the scope of this Purchase Order in any one or more of the following: (1) drawings, designs or specifications; (2) method of shipping/packaging; (3) place of inspection, delivery or acceptance; and/or (4) quantity. Vendor shall proceed immediately to perform this Purchase Order as changed. If any such change causes a material increase or decrease in the cost of the items, or the time required for performance of any part of the work required by this Purchase Order, the City and Vendor will agree upon an equitable adjustment in the price and/or delivery schedule. To qualify for adjustment consideration, Vendor must send written notice to the City of Vendor's intent to file a claim under this clause within 14 calendar days from the date of receipt by Vendor of such written notice of change. Vendor shall proceed with the changed Purchase Order pending resolution of the claim for adjustment. The City may act on any such claim at any time prior to final payment under this Purchase Order. Nothing in this clause shall excuse Vendor from proceeding with this Purchase Order as changed.

**6. Payment.**

The price(s) to be paid the Vendor shall be the current price(s) as stated on this Purchase Order. Unless otherwise stated in this Purchase Order, the price(s) shall include all applicable taxes and other charges such as packaging, shipping, duties, customs, tariffs and government imposed surcharges. All personal property taxes assessable upon the items prior to the receipt and acceptance by the City of such items shall be borne by Vendor. The City will not be responsible for or pay for any items that may be ordered or received without an authorized Purchase Order number.

**7. Sales Tax Exemption.**

The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the City's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9.

**8. Free on Board (F.O.B.), Risk of Loss, and Title.**

All prices are to be quoted F.O.B. Destination, Inside Delivery unless otherwise noted on this Purchase Order. The risk of loss from any casualty, regardless of cause, shall be on the Vendor until the items have been delivered to the place specified in the Purchase Order and accepted by the City. The risk of loss shall also be on the Vendor during the return of any items to the Vendor. Title to the items shall pass to the City upon receipt and acceptance of such items by the City at the designated destination

**9. Inspection.**

The City shall have a reasonable time after receipt of items and before payment to inspect all items for conformity to this Purchase Order. If all or some of the items delivered to the City do not fully conform with the provisions hereof, the City shall have the right to reject and return such nonconforming items.

**10. Insurance.**

Vendor, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the term of this Purchase Order the insurance policies and/or bonds, if any, that may be required by this Purchase Order (Exhibit 1).

**11. Warranty.**

Vendor hereby warrants that all items and work covered by this Purchase Order shall conform to the specifications, drawings, samples, or other description furnished by the City and shall be merchantable, of good material and workmanship, and free from any defects. Vendor also warrants good title to and freedom from any encumbrances for all items and warrants against any infringement. Acceptance by Vendor may not exclude any warranty. If this Purchase Order is for services, Vendor warrants that the services shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like vendors in Virginia. Further, Vendor warrants that such services shall be completed in accordance with the applicable requirements of this Purchase Order and shall be correct and appropriate for the purposes contemplated in this Purchase Order. Such warranties are in addition to any of the Vendor's other guarantees or obligations under this Purchase Order or that may arise by law. Vendor agrees that Vendor shall repair or replace, at Vendor's sole expense, and to the satisfaction of the City, any items, work, material, equipment, or part of the item that is found by the City to be defective or not in accordance with the terms of this Purchase Order.

**12. Independent Contractor.**

The relationship between Vendor and the City is a contractual relationship. Vendor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Vendor shall be responsible for causing all required insurance, workers' compensation and unemployment insurance to be provided for itself and all its employees and subcontractors. Vendor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

**13. Nondiscrimination.**

Vendor shall comply with the nondiscrimination provisions of Section 2.2-4311 of the Code of Virginia, which are incorporated herein by reference.

**14. Drug-Free Workplace.**

Vendor shall comply with the drug-free workplace provisions of Section 2.2-4312 of the Code of Virginia, which are incorporated herein by reference.

**15. Faith-Based Organizations.**

Pursuant to the Code of Virginia, Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

**16. Assignment.**

Vendor may not assign or transfer this Purchase Order in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld.

**17. Successors and Assigns.**

The terms, conditions, provisions, and undertakings of this Purchase Order shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

**18. Indemnification.**

Vendor agrees to indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of

Vendor's or its employees, agents, or subcontractors actions, activities, or omissions, arising in any way out of or resulting from any of the work or items to be provided under this Purchase Order.

**19. Governing Law and Forum Selection.**

By virtue of entering into this Purchase Order, Vendor submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Purchase Order is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.

**20. Acceptance – Entire Agreement - Modification.**

**Acceptance of this Purchase Order shall be limited to the terms and conditions contained herein and/or incorporated herein by reference. This Purchase Order shall be deemed accepted upon the commencement of performance by the Vendor. City rejects any additional and/or inconsistent terms and conditions offered by Vendor at any time and irrespective of City's acceptance of or payment for Vendor's items. The provisions of this Purchase Order, including these terms and conditions, constitute the entire agreement between the parties and no change to or modification of this Purchase Order shall be binding upon City unless signed by an authorized representative of City's purchasing office. Vendor's shipment or provision of the items and/or performance of services as called for in this Purchase Order shall constitute acceptance by Vendor of this Purchase Order with its terms and conditions.**

(Remainder of page intentionally left blank)

**Exhibit 1**

**To**

**ITB #06-05-09**

**INSURANCE REQUIREMENTS**

The contractor shall not commence work under this Contract until the contractor has provided proof of the required insurance under this Section, and that such insurance has been approved by the City.

1 For All Contracts, the following minimum insurance requirements apply:

a. Workers' Compensation and Employers' Liability:

The Contractor shall obtain and maintain the following limits:

Workers' Compensation: Statutory

Employers' Liability: \$100,000 bodily injury by accident each occurrence \$500,000 bodily injury by disease (policy limit), \$100,000 bodily injury by disease each employee

b. Commercial General Liability:

\$1,000,000 general aggregate

\$1,000,000 products/completed operations aggregate

\$1,000,000 personal and advertising injury

\$1,000,000 each occurrence

Coverage is to be written on an "occurrence" basis and such coverage shall include broad form extension endorsements for both liability and property damage.

c. Automobile Liability:

Limits for vehicles owned, non-owned or hired or borrowed shall not be less than:

\$1,000,000 Limit per occurrence

2 Proof of Insurance Coverage: The policies of insurance required shall be purchased from a reputable insurer licensed to do business in Virginia and maintained for the life of the Contract by the Contractor. Other insurance requirements include the following:

A. The Contractor shall furnish the City with the required Certificates of insurance showing the insurer, type of Insurance, policy number, policy term, and the limits for liability coverages.

B. The required certificates of insurance shall name the City of Roanoke, its officers, agents, volunteers, and employees as additional insureds except with regard to the workers' compensation coverage. With respect to Workers' Compensation coverage, insurance shall contain a waiver of subrogation in favor of the city.